



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
75585
Amendment 4

June 22, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

LANDSCAPE MAINTENANCE – EAST LOS ANGELES STREET MEDIANS
SUPERVISORIAL DISTRICT 1
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the service contract, as amended, remains cost-effective pursuant to Los Angeles County Code Chapter 2.121.
3. Approve amending Contract No. 75585 (formerly Contract No. 001381) with Midori Gardens, Inc., to authorize the monthly maintenance of the landscaping area at Langford Park and Ford Boulevard at the Olympic Boulevard median in East Los Angeles.
4. Authorize Public Works to encumber an additional annual amount of \$4,640 for Contract No. 75585 to increase the annual not-to-exceed amount from \$57,932 to \$62,572 for the current contract year and by \$13,920 from \$39,007 to \$52,927 for each remaining option year.

5. Delegate authority to the Director of Public Works to annually expend up to 15 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
6. Instruct the Mayor to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 4, 2003, Agenda 43, your Board awarded Contract No. 75585 to Midori Gardens, Inc., to provide landscape maintenance services at various street medians located in Supervisorial District 1. The following amendments have been approved by your Board since the inception of Contract No. 75585:

- June 8, 2004, (Agenda 45) – Amendment to provide a one-time refurbishment and cleanup to various medians located within Supervisorial District 1.
- August 2, 2005, (Agenda 29) – Amendment to provide a one-time cleanup and monthly maintenance of the landscaping area along the Fourth Street freeway soundwall between Gage Avenue and Indiana Avenue in East Los Angeles.
- February 21, 2006, (Agenda 46) – Amendment to provide a monthly landscaping maintenance of various medians and sites serviced by Wurzel Landscape Maintenance through contracts beginning on March 20, 2006. The service is provided on a month-to-month basis not to exceed five months. The Contract No. 001381 was changed to Contract No. 75585.

The purpose of this recommended action is to authorize the monthly maintenance of the landscaping area at Langford Park and Ford Boulevard at the Olympic Boulevard median in East Los Angeles. Both of these projects were requested by Supervisorial District 1.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will continue to utilize the contractor's expertise to effectively provide these landscape maintenance services in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

Based on the contractor's quoted rates, the additional monthly payment will be \$1,160, increasing the total annual maximum sum for Contract No. 75585 by \$4,640 from \$57,932 to \$62,572 for the current contract year and by \$13,920 from \$39,007 to \$52,927 for each remaining option year. In addition, the Director may expend up to 15 percent of the total annual maximum sum for additional, unforeseen landscaping maintenance services that may be required and are within this Contract's scope of work. Financing for this amendment is included in Public Works' 2006-07 Road Fund budget. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This amendment has been executed by the contractor and approved as to form by County Counsel.

This amendment is consistent the contract's existing terms, specifications, and conditions. Public Works has reviewed the amended contract cost in accordance with a methodology approved by the Auditor-Controller and has determined that this Proposition A contract remains cost-effective at the increased amount in accordance with the requirements of Los Angeles County Code Chapter 2.121.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Sections 15301 (a) and (h) of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
June 22, 2006
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CONCLUSION

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 4 TO CONTRACT NO. 75585

LANDSCAPE MAINTENANCE – EAST LOS ANGELES STREET MEDIANS

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MIDORI GARDENS, INC., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001381 was entered into between the COUNTY and the CONTRACTOR on December 1, 2003, for Landscape Maintenance – East Los Angeles Street Medians; and

WHEREAS, in accordance with Part I, Section 2.G, Additional Work, and Part II, Section 3.G, Changes and Amendments of Terms of the Contract, Amendment 1 to Contract No. 001381 was entered into between the COUNTY and the CONTRACTOR on July 8, 2004; and

WHEREAS, in accordance with Part I, Section 2.G, Additional Work, and Part II, Section 3.G, Changes and Amendments of Terms of the Contract, Amendment 2 to Contract No. 001381 was entered into between the COUNTY and the CONTRACTOR on September 12, 2005; and

WHEREAS, in accordance with Part I, Section 2.G, Additional Work, and Part II, Section 3.G, Changes and Amendments of Terms of the Contract, Amendment 3 to Contract No. 001381 was entered into between the COUNTY and the CONTRACTOR on February 21, 2006; and

WHEREAS, the Board of Supervisors of said COUNTY, upon approving aforementioned Amendment 3, assigned a new contract number for Landscape Maintenance – East Los Angeles Street Medians, changing Contract No. 001381 to Contract No. 75585; and

WHEREAS, in accordance with Part I, Section 2.G, Additional Work, and Part II, Section 3.G, Changes and Amendments of Terms of the Contract, the COUNTY desires that the CONTRACTOR provide monthly landscape maintenance at Langford Park and the Ford Boulevard at Olympic Boulevard median in East Los Angeles; and

WHEREAS, the CONTRACTOR desires to provide the additional service; and

WHEREAS, the COUNTY has revised its contractor debarment and assignment contract conditions since Amendment 3.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75585 between them shall be amended as follows:

FIRST: The Scope of Work is hereby amended to add monthly landscape maintenance services of the landscaped area at Langford Park and the Ford Boulevard at Olympic Boulevard median in East Los Angeles.

SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR \$1,160 per month for this additional service, increasing the total annual maximum sum for by \$4,640 from \$57,932 to \$62,572 for the current contract year and by \$13,920 from \$39,007 to 52,927 for each remaining option year.

THIRD: Part II, Section 2.R, Proposer Debarment is hereby revised to read as follows:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FOURTH: Part III, Section C, Assignment, is hereby revised to read as follows:

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

SIXTH: All other terms, requirements, specifications, conditions, and prices of the original Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

MIDORI GARDENS, INC.

By _____
Its President
Naga Hamamoto
Type or Print Name

By _____
Its Secretary

Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA


County of ORANGE

On JUNE 14-06 before me OANH KIM VO
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared NAGA HAMAMOTO
NAME(S) OF SIGNER(S)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


SIGNATURE OF NOTARY

OANH KIM VO
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1568586
ORANGE COUNTY
My Comm. Exp. April 12, 2009

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S)

_____, AND

- ☐ PARTNER(S) TITLE(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:**

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____